

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to receive an update on the West Davis Corridor and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 18th, 2017, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PUBLIC HEARINGS:

7:05 Zoning Ordinance Amendment to Section 11-18-140

NEW BUSINESS:

7:10 90 West Street Dedication Plat

SUMMARY ACTION:

7:20 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 20, 2017
2. Poll Workers for Upcoming Elections
3. Silver Hollow Improvements Agreement

OLD BUSINESS:

7:25 Boundary Adjustment with Kaysville City – Lowell Johnson/UDOT Property

7:35 Request from Brandon Larsen to Purchase .0282 Acres of City Property Declared Surplus Located at 445 North 1725 West

7:45 Purchase Contract between UDOT and City for Purchase of .825 Acres located at 1817 North Main, more commonly known as “The Red Brick House”

GOVERNING BODY REPORTS:

7:55 City Manager Report

8:00 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for purposes of property acquisition and potential litigation.

DATED this 13th day of July, 2017.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that City Councilmember Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

PUBLIC HEARING: Zoning Ordinance Amendment to Section 11-18-140

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

IL. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: July 18, 2017

SUBJECT: **Zoning Ordinance Amendment to Section 11-18-140**
Applicant: **Farmington City**

RECOMMENDATION

Hold a Public Hearing;

AND

Move that the City Council approve the enclosed enabling ordinance amending Section 11-18-140 of the Zoning Ordinance.

Findings:

1. The City has expressed a desire for Chartwell Capital's proposed project when the North Station Small Area Master Plan was approved as an element to the City's General Plan on May 16, 2017.
2. In order for the North Station Project to move forward, one of two zone text amendments is required, either a) Amending Section 11-18-050 allowing for residential uses in the OMU zone or b) Amending Section 11-18-140 allowing for the alternative approval process to include uses through a development agreement and related PMP.
3. The City has explicitly stated that they would not be interested in pursuing a) listed above in finding 2 because it could lead to the uncontrolled proliferation of residential in the OMU zone, hamstringing the City's ability to develop a mixed-use office district.
4. As such, the proposed zone text amendment still allows for Chartwell Capital to move forward with their proposed North Station Project, and gives the City comfort with the level of control and discretion with any project in the OMU zone, including the North Station Project.
5. Amending the Zoning Ordinance as proposed, still requires that any application within the OMU zone proposing residential go through Section 140, and the determination of such a project's validity can be determined on a case-by-case basis at the time of PMP application, and memorialized through development agreement.

BACKGROUND

As part of the North Station Mixed-Use Office Project, proposed by Chartwell Capital, it has always been expected that the applicant would invoke Section 140 of Chapter 18 in order to allow for a residential component in the OMU zone. Currently, residential uses are not allowed in the OMU zone, which is the underlying zone for the North Station Project area, and rather than performing a zone text amendment allowing for residential uses in the OMU zone, staff felt that it would be more prudent for any developers in the OMU zone proposing residential to utilize Section 140, and enter into a development agreement, if they meet the minimum Section 140 application standards to be considered. The reason for this is twofold: first, because residential is quicker and easier to build than office or commercial, Section 140 would prevent a proliferation of residential in the area that would be otherwise reserved for office uses; and second, using Section 140 would give the City control and discretion with any residential component proposed within the OMU zone as to intensity, location, amount, types, and additional design standards.

On May 16, 2017 the City Council approved the North Station Small Area Master Plan as an element of the General Plan, but at that time, it was brought to our attention that the deviations allowed under the alternative approval process, as set forth in Section 140, explicitly excludes uses as an allowed for deviation from Chapter 18. In order for the North Station Project to move forward, the City either needs to amend Section 140 to allow a deviation from uses as well as any development standards, OR amend Section 050 of Chapter 18 allowing residential uses in the OMU zone. Staff is recommending the former, for the above mentioned reasons, and the recommended zone text amendment to Chapter 18, Section 140 is as follows:

11-18-140: ALTERNATIVE APPROVAL PROCESS; DEVELOPMENT AGREEMENTS:

- A. Alternative Development Agreement Approval Process: Projects within the TOD mixed use districts involving the development of at least twenty five (25) acres of land may elect the alternative approval process described in this section, resulting in the approval, execution and recordation of a development agreement. An approved development agreement shall govern the specific uses, densities and intensities of use proposed for the project area and the specific development standards to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. A development agreement must be consistent with the provisions of sections [11-18-030](#), "Definitions", ~~and [11-18-050](#), "Uses", of this chapter~~ and the provisions of section [11-18-080](#), "Project Master Plan", of this chapter, to the extent not inconsistent with this section, but may supersede and be inconsistent with the provisions of sections [11-18-120](#), "Master Development Guidelines", and [11-18-130](#), "Common Area Management Plan", of this chapter, and with the provisions of section [11-18-060](#), "Building Form And Site Envelope Standards", of this chapter, where the city council determines an alternative development standard proposed by the project developer is appropriate for the development of the project and the council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to city or the public from the proposed development and/or other appropriate reasons that justify the determination of the city to alter generally applicable standards. The development standards of an approved development agreement shall also govern over any conflicting development standards contained in any other provisions of Farmington City ordinances, including, without limitation, provisions relating to site development standards in [chapter 7](#) of this title, off street parking in [chapter 32](#) of this title, supplementary and qualifying regulations in [chapter 28](#) of this title, and signage standards in [title 15](#) of this code.

- B. Approvals: The processes for approval of a development agreement and subsequent approvals for a project covered by a development agreement shall be governed by the provisions of this section and any supplemental procedural provisions agreed by the parties in an approved development agreement.
- C. Application For Development Agreement: Simultaneously with the application for a PMP, an applicant for a PMP involving at least twenty five (25) acres may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for the project area and a statement of the specific development standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses, densities and intensities of use shall be consistent with the ~~requirements and~~ purpose of the TOD mixed use districts, but the other proposed development standards may vary from those development standards set forth elsewhere in this chapter, this zoning title or this code. However, nothing herein shall be construed to allow any deviation from uniform construction codes or standards as set forth in this code. Any application information required by this section may be waived by the zoning administrator on the basis that the information is not necessary to review the proposed PMP and development agreement. (Ord. 2008-61, 12-9-2008)
- D. Consideration And Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section [11-18-080](#) of this chapter. The criteria for review of a PMP and development agreement application by the planning commission and city council shall consist of the following criteria in lieu of the criteria set forth in subsection [11-18-080I](#) of this chapter:
1. Consistency with the Farmington City general plan;
 2. Compliance with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that ~~uses and~~ development standards specifically included in the development agreement may be different from ~~those development standards~~ contained in the Farmington City ordinances;
 3. Consistency with any development standards determined by the city to be applicable to all development within the TOD mixed use districts;
 4. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed use districts and be consistent with the objectives of section [11-18-050](#), "Uses", of this chapter; and
 5. Establishment of circulation and transportation features sufficient to meet the requirements of section [11-18-040](#), "Regulating Plan", of this chapter, to coordinate with anticipated off site circulation and transportation features and to further any applicable community wide transportation objectives.
- E. Final Development Agreement: The final development agreement shall incorporate the terms of the approved PMP, and shall contain development standards for the development of the project site and any public infrastructure required to be improved, the duration of the agreement and the rights granted pursuant thereto and such conditions of approval as may be imposed by the city council and agreed to by the applicant. In addition to addressing uses, densities and intensities of use and

development standards governing the project, the final development agreement shall include a common area management plan, and processes for future approvals and amendments to the terms of an approved development agreement consistent with the provisions of subsection F of this section. The common area management plan, development standards and architectural review provisions in the development agreement shall be applicable to the project site only and not to the balance of the land within a TOD mixed use district, but the foregoing shall not limit the discretion of the city to require other developers to implement development standards adopted in the development agreement through the master development guideline provisions of section 11-18-120, "Master Development Guidelines", of this chapter. The final development agreement may contain such other agreements between the city and the applicant as may be agreed by such parties and necessary for the development and financing of the project, including, without limitation, agreements regarding the phasing of development, the vesting of development rights and approvals, the terms and conditions for the extension of public infrastructure, the extension by developer of infrastructure, and any payment or repayment obligations associated therewith, the donation of any land or any other agreement reflecting an agreement between developer and the city, not covered within the description of the approved PMP.

- F. Controlling Provisions: The terms of a development agreement shall be binding on the city and all successors in the ownership and occupancy of any portion of the project site covered by the development agreement. The provisions of the development agreement shall control over any inconsistent provision in the zoning ordinance. Upon approval and recordation of a development agreement, the property covered by the development agreement shall be deemed to be established as a separate district for purposes of establishing and enforcing the development regulations contained in the development agreement.
- G. Approval Processes After Approval Of Development Agreement:
1. Site Plan Review: Notwithstanding any inconsistent provision of this title, a final development agreement may contain such site plan review processes as may be agreed between developer and the city, including such application requirements and review processes.
 2. Amendment: Notwithstanding any inconsistent provision of this title, a development agreement and a PMP for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. A PMP shall be deemed amended by any changes to the PMP approved at the time of final site plan review. No amendment of a PMP or a development agreement shall be required to reflect normal adjustments to the locations of improvements that occur as a result of the development of more specific plats, plans and specifications.
- H. Existing Development Agreements: Notwithstanding any inconsistent provision of this section relating to the approval of development agreements or any other provision of this chapter, the development of the Station Park area shall be governed by the terms of that certain development agreement for Station Park dated January 27, 2007, between Farmington City and Station Park CenterCal LLC (the "Station Park Development Agreement"), which Station Park development agreement was adopted by the city pursuant to the provisions of this chapter in existence on January 27, 2007. The Station Park development agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. The development standards and processes in the Station Park development agreement remain effective even though such provisions may be materially different from the current provisions of this chapter. The current provisions of

this chapter may apply to the Station Park area only after termination of the Station Park development agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park development agreement. (Ord. 2008-61, 12-9-2008)

Supplemental Information

1. Enabling Ordinance
2. Exhibit "A" to the Enabling Ordinance

Applicable Ordinances

1. Title 11, Chapter 18 – Mixed Use Districts

Respectfully Submitted



Eric Anderson
City Planner

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2017 -

**AN ORDINANCE AMENDING CHAPTER 18 OF THE
ZONING ORDINANCE (ZT-3-17).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendment to the Zoning Ordinance was thoroughly reviewed and the Planning Commission recommended that this change be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Amendment. Section 11-18-140 of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of July, 2017.

FARMINGTON CITY

H. James Talbot
Farmington City Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

Amending Section 11-18-140 of the Zoning Ordinance allowing for uses to be included in those elements covered in Chapter 18 that may be deviated from through a development agreement.

As part of the North Station Mixed-Use Office Project, proposed by Chartwell Capital, it has always been expected that the applicant would invoke Section 140 of Chapter 18 in order to allow for a residential component in the OMU zone. Currently, residential uses are not allowed in the OMU zone, which is the underlying zone for the North Station Project area, and rather than performing a zone text amendment allowing for residential uses in the OMU zone, staff felt that it would be more prudent for any developers in the OMU zone proposing residential to utilize Section 140, and enter into a development agreement, if they meet the minimum Section 140 application standards to be considered. The reason for this is twofold: first, because residential is quicker and easier to build than office or commercial, Section 140 would prevent a proliferation of residential in the area that would be otherwise reserved for office uses; and second, using Section 140 would give the City control and discretion with any residential component proposed within the OMU zone as to intensity, location, amount, types, and additional design standards.

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contained in any other provisions of Farmington City ordinances, including, without limitation, provisions relating to site development standards in [chapter 7](#) of this title, off street parking in [chapter 32](#) of this title, supplementary and qualifying regulations in [chapter 28](#) of this title, and signage standards in [title 15](#) of this code.

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 - 3. Consistency with any development standards determined by the city to be applicable to all development within the TOD mixed use districts;
 - 4. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed use districts and be consistent with the objectives of section [11-18-050](#), "Uses", of this chapter; and
 - 5. Establishment of circulation and transportation features sufficient to meet the requirements of section [11-18-040](#), "Regulating Plan", of this chapter, to coordinate with anticipated off site circulation and transportation features and to further any applicable community wide transportation objectives.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: 90 West Street Dedication Plat

ACTION TO BE CONSIDERED:

Approve the enclosed plat dedicating 90 West as a public street.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 18, 2017

SUBJECT: **90 WEST STREET DEDICATION PLAT**

RECOMMENDATION

Approve the enclosed plat dedicating 90 West as a public street.

BACKGROUND

The County plat map (see enclosed) has long identified 90 West as a narrow street located on the north side of 600 North (S.R. 106) between the old Theda Judd home and the old Michelson home. It provides access to the gate which allows for vehicle ingress and egress via a portion of the Farmington Creek trail to the "back-side" of the dam and Farmington Pond. Moreover, Don Bradshaw owns some 4.5 acres of land west of the pond and 90 West ensures that his property does not constitute a land-locked parcel. Furthermore, this street is integral in providing a second point of access for the proposed subdivision, Rock Mill Estates, east of 90 West on the old Haugen property as per agreement with the City memorializing the same.

As Symphony homes continues to work to complete its improvement drawings and final plat for the above referenced project, the County let staff and the developer know that 90 West is not a dedicated right-of-way after all, despite what is illustrated on the plat map. The enclosed street dedication plat is necessary for the reasons set forth herein.

Respectively Submitted

David Petersen
Community Development Director

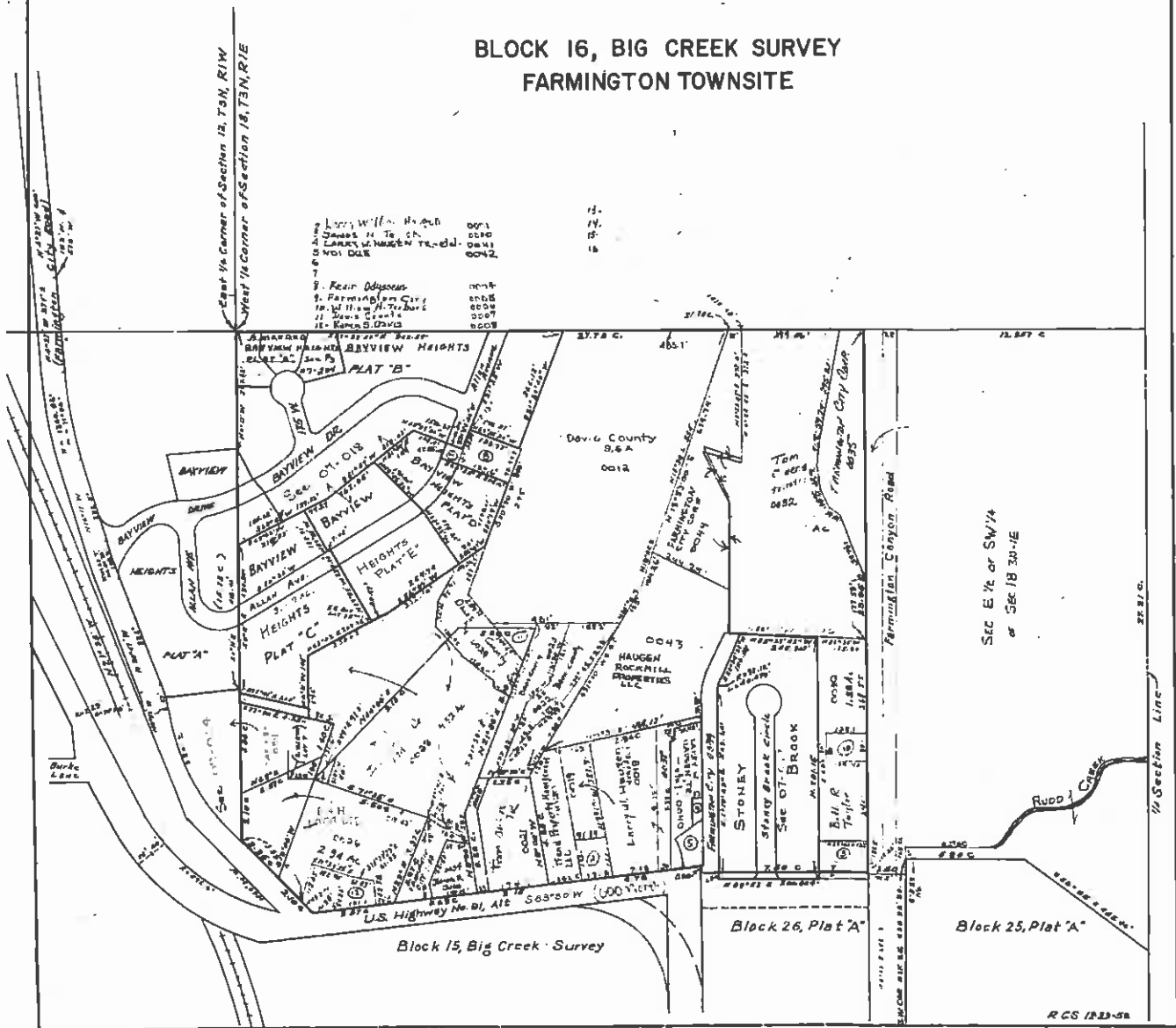
Review and Concur

Dave Millheim
City Manager



18

20/07



CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Minute Motion Approving Summary Action List

1. Approval of Minutes from June 20, 2017
2. Poll Workers for Upcoming Elections
3. Silver Hollow Improvements Agreement

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

June 20, 2017

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Brigham Mellor, Cory Ritz, Brett Anderson; City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Engineer Chad Boshell, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Budget Discussion

Assistant City Manager **Keith Johnson** presented information regarding the Annual Budget for Fiscal Year ending June 30, 2018. The General Fund balance for Fiscal Year 2017 will end around \$2.75 million. With the budget as presented the General Fund for Fiscal Year 2018 will end close to \$1.5 million.

There will be no property or other tax increase and the City is proposing a decrease in the General Obligation Bonding rate. Taxes have not been increased within the City since 2003. The State Tax Commission will not allow the City to carry a balance in the bond fund so adjustments have to be made in the rate.

The City plans to hire two new full-time Fire Engineers and three new Police Officers. Business License fees are the only fees set to increase. The City continues to be in good financial condition and able to meet the ongoing needs for services in the City.

City Manager **Dave Millheim** explained the process to the Council about passing the FY2018 budget via the public hearing.

Other Items

Dave Millheim explained that the agenda item regarding the annexation of Lowell Johnson's property does not require a discussion of the merits of his proposal and is just a decision to rehear the item at the July 18 meeting.

Mayor **Jim Talbot** recommended that Councilmembers consider the lease on the Verizon tower outside of the minute motion summary so that it may be discussed in greater detail before the Council approves execution of the contract.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Brigham Mellor, Cory Ritz, Brett Anderson; City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Engineer Chad Boshell, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:06 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by **Councilmember Brett Anderson** and the Pledge of Allegiance was led by Boy Scout Zach Shumway.

Motion:

Councilmember **Cory Ritz** moved, with a second from Councilmember **John Bilton** to adjourn to the Redevelopment Agency Meeting. The motion was approved unanimously.

REDEVELOPMENT AGENCY MEETING

Keith Johnson stated that two project areas near the former Kmart have a few more years to collect additional tax increment for Parks and Recreation. As Station Park completes its buildout, the tax increment for the Station Park RDA is accelerating.

Mayor Jim Talbot opened the public hearing at 7:13 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Motion:

Councilmember **Doug Anderson** moved to adopt the resolution enclosed in the staff report which amends the budgets for fiscal year 2017, and adopts the RDA US 89 and Station Park project area budgets for fiscal year ending June 30, 2018.

John Bilton seconded the motion which was approved unanimously.

Motion:

Cory Ritz moved to reconvene to the Regular Session of the City Council meeting. **Doug Anderson** seconded the motion which was approved unanimously.

REGULAR SESSION

PUBLIC HEARINGS:

Resolution Amending the Annual Budget for Fiscal Year ending June 30, 2017; and Adopting the Annual Budget for Fiscal Year ending June 30, 2018

Keith Johnson provided a brief overview of the annual budget for both fiscal years 2017 and 2018. The Council has discussed the budget at length in previous meetings and reviewed material at the work session.

Mayor Jim Talbot opened the public hearing at 7:16 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Councilmembers expressed appreciation for the work of **Keith Johnson** who has been an outstanding CFO for the City. Because of his work, the city is fiscally sound.

Motion:

John Bilton moved to adopt the resolution contained in the staff report which amends the budget for fiscal year 2017, adopts the 2018 budget with the compensation schedule and establishes the property tax rate for fiscal year ending June 30, 2018. The general tax rate will be .001343 and the certified tax rate of .001942.

Brett Anderson seconded the motion which was approved unanimously.

PRESENTATIONS:

Children's Trail Program

Amy Shumway presented to the Council about beginning a Children's Trail Program to reward children who hike Farmington trails. The Trails Committee currently rewards those that hike 15, 30, 50, and 100 miles. Children would work to earn a 15-miler patch. Local sponsors will provide prizes for participants.

The Trails Committee proposes printing a booklet where participants can track mileage and have maps all in one place. The booklet will include a pledge to be prepared, respectful, and friendly and will also contain coloring and activity pages.

The cost of have the booklets printed is estimated at \$2,000. The Trails Committee plans to have a kick-off event with the University of Utah Health Center. Activities will include information about first aid and trail safety.

The Trails Committee plans to develop a children's hiking program with the Parks and Recreation Department that could include a summer hiking camp, a geocaching/compass course and a botanical hike.

Cam Quayle of Mountain View Pediatric Dentistry is a local dentist and a Farmington trail boss. He is supportive of the program to promote a healthier community and connect residents with local businesses.

Rod Robison, head of the trails committee, noted the success of the printed trail guidebooks.

Motion:

Councilmember **Brigham Mellor** moved to approve the trails committee proposal for a children's trail program and the use of \$2,000 from the trails committee fund for related costs.

Cory Ritz seconded the motion which was approved unanimously.

ACTION ITEMS:

Approval of Kilgore Contracting to Construct the FY2018 Road Maintenance Project

City Engineer **Chad Boshell** described the set of bids received for street maintenance and road overlays. Kilgore Contracting produced the low bid; staff recommend awarding the bid to their company.

Motion:

John Bilton moved to approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$586,147.17 to be paid from the street maintenance fund.

Doug Anderson seconded the motion which was approved unanimously.

Proposed Motion to Reconsider-Lowell Johnson Annexation Request

Assistant City Planner, **Eric Anderson**, presented an overview of the agenda item noting that the Council previously denied the annexation request. Lowell Johnson asked that the issue be reconsidered.

Motion:

Brigham Mellor moved to reconsider the Lowell Johnson Annexation request at the July 18th City Council meeting.

Doug Anderson seconded the motion which was approved unanimously.

Ordinance Amending Regulations relating to the Licensing of Home Occupation Businesses

Keith Johnson explained that the legislature passed Senate Bill 81 which exempts home occupation business from licenses if the business does not impact residential use. The City must amend its existing ordinance. The City Attorney has rewritten the City ordinance to comply with State law.

Motion:

Brigham Mellor moved to approve the ordinance as contained in the staff report, which changes the business license exemptions.

Cory Ritz seconded the motion. A roll call vote was taken with all Councilmembers voting in the affirmative.

Resolution Amending the Consolidated Fee Schedule regarding Business License Fees

Keith Johnson explained that as a result of the change in the Licensing of Home Occupation Businesses ordinance, the City proposes to raise Home Occupation Business fees from \$40 to

\$75 to cover inspection fee. Additionally, it is proposed that the commercial fee schedule be structured with a three-tier schedule for adjusted for small, medium, and large commercial ventures.

Motion:

Doug Anderson moved to adopt the resolution amending the Consolidated Fee Schedule regarding Business License Fees as contained in the staff report.

Brett Anderson seconded the motion which was approved unanimously.

Amendment to Rice Farms Development Agreement and related PUD Master Plan

Eric Anderson presented information regarding the last phase of Rice Farms located at 140 East. The original developer, Jerry Preston, requested waiving the trail requirement and was denied; Justin Atwater has assumed the project and has included 4 additional homes from preliminary plat. To make the trail work, the developer must preserve the historic building (Rice Farm). The Planning Commission approved the preliminary plat with additional four lots, changes to the layout of Phase 3, the addition of a trail and the preservation of the historic home.

Cory Ritz noted that the Planning Commission decision was not unanimous and noted that concerns were expressed concern about increasing density to keep the historic home without having strong assurances in place.

Eric Anderson noted that the development agreement is vague indicating a “good faith effort” is required by the developer to keep the historic home. The majority of commissioners felt the conditions in the agreement were sufficient. He explained that including conditions in the preliminary plat approval gives the deal more teeth and is fairest to all sides. With this amendment in place, before recording the plat, the historic home has to be added to the historic register, and obtain a certificate of historic appropriateness. The home will also be required to have new doors, windows and roof to keep the home secure in accordance with city ordinance.

Eric Anderson clarified that information was presented at the Planning Commission meeting which verified the historicity of the home.

Justin Atwater, 105 Country Way, Fruit Heights, argued that as the project has evolved the development agreement requires amending. The allowable density is designated at 116 units, and with this amendment the project would be at 106 units. He noted that the intention is to restore the historic home and make it part of the residence on the lot using a breezeway concept to integrate it into the development and residence. He argued that the conditions present for approval will assure that the home will be consistent with historical designation.

Motion:

John Bilton moved that the City Council approve the enclosed Amendment #1 to the Rice Farms development agreement, and the related Final PUD Master Plan amendment subject to all applicable Farmington City ordinances and development standards. As well as conditions 1-8 as recorded in the Planning Commission minutes from June 8, 2017, with a ninth condition to be

added that for lot 704 the historic home be integrated in the site plan prior to the issuance of a building permit and with review by City building officials.

Brigham Mellor seconded the motion which was approved unanimously.

Findings for Approval (from City Council Staff Report dated June 20, 2017):

1. The proposed amendment to the Final PUD Master Plan conforms to the yield plan and does not exceed the total number of lots allowed.
2. The proposed amendment to the Final PUD Master Plan is consistent with the overall densities approved through the development agreement in 2006.
3. The proposed amendment to the Final PUD Master Plan should have been amended earlier, because the overall phasing of the project changed, and the memorialized densities for Phase III were changed to help the developer through the recession; the amendment is cleaning up this oversight.
4. The proposed amendment to the Final PUD Master Plan enables preservation of an historic building.
5. The proposed amendment to the Final PUD Master Plan is consistent with the existing master plan in that it continues to show a trail connection from 140 to 200 East.

Conditions for Approval (from Planning Commission minutes dated June 8, 2017)

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the preliminary plat prior to final plat consideration;
2. The applicant shall provide a viable trail easement connecting 140 East to 200 East within Phase VII and show that easement on final plat;
3. The applicant shall work with staff and the Historic Preservation Commission to obtain a Certificate of Historic Appropriateness before Final Plat for the historic Rice home on Lot 704;
4. The restoration to meet the Certificate of Historic Appropriateness will be accomplished concurrent with the completion of the roads and sidewalks;
5. The home will be put on the City's historic register by the time the public infrastructure goes into warranty;
6. The applicant will maintain Lot 704 in an acceptable condition in accordance to City ordinances;
7. The applicant will show the two possible trail easements on final plat;
8. If the historic home cannot meet the requirements for the Certificate of Historical Appropriateness, the applicant will bring the application back to the Planning Commission for reconsideration.

SUMMARY ACTION:

1. Approval of Minutes from June 6, 2017
2. The Meadows at City Park Subdivision Improvements Agreement Recommendation
3. Avanti Apartments Improvements Agreement
4. Amendment to Lease Agreement with Verizon Wireless (American Tower)

Motion:

John Bilton moved to remove Amendment to Lease Agreement with Verizon Wireless (American Tower) from the summary action list.

Cory Ritz seconded the motion which was approved **unanimously**.

Motion:

Brett Anderson moved, with a second from **Doug Anderson**, to approve summary action item 1 through 3 as contained in the staff report.

The motion was approved **unanimously**.

Amendment to Lease Agreement with Verizon Wireless (American Tower)

John Bilton expressed concern regarding the length of the agreement as the needs of the City and technological advances will change before 2036. Mayor **Jim Talbot** argued that the way the lease is written gives the control of the options to the tenant rather than the City. **Brigham Mellor** suggested denying the amendment and having staff communicate the Council desire for better lease terms.

Motion:

Brigham Mellor moved to deny the lease agreement with Verizon Wireless (American Tower). **John Bilton** seconded the motion which was approved **unanimously**.

GOVERNING BODY REPORTS:

City Manager Report

1. Fire Monthly Activity Report for May

Dave Millheim shared information regarding the Web.com Golf Tournament. The City should receive some positive press out of the event. The logistics have been a challenge, but with strong communication moving forward this should be a benefit to the City.

Dave Millheim asked for a Councilmember or two to be present at a meeting with representatives from Economic Development Corporation of Utah. It is helpful to have this organization understand the Council's vision for development in Farmington.

Dave Millheim noted that in the July 18 meeting a summary action item will be related to the red brick home and purchase documents from UDOT. The documents are consistent with prior discussions.

He also provided a reminder regarding the Council candidate orientation where City election processes will be discussed.

Mayor Talbot & City Council Reports

Councilmember Brigham Mellor

Brigham Mellor shared information about a meeting with County officials regarding a proposed rugby stadium at the Davis County Fairgrounds. Mayor Talbot suggested a meeting between the City and County Councils to improve working relationships.

Councilmember Cory Ritz

No updates to report.

Councilmember Doug Anderson

No updates to report.

Councilmember Brett Anderson

No updates to report.

Councilmember John Bilton

John Bilton asked about when to expect the Record of Decision for the West Davis Corridor and was told the City expects the decision to come the late Fall.

He asked about an update for the water tank. **Dave Millheim** shared that the tank is moving forward and the major site work will be done this year with construction happening next year.

John Bilton asked for an update from Walt Hokanson or another from the Public Works department to present the long-term roads plan such as improvements and changes anticipated in the next 3-5 years.

Mayor Jim Talbot

Mayor **Jim Talbot** will send an email regarding assignments to various Festival Day activities for Councilmembers.

CLOSED SESSION

Motion:

At 9:19 pm, **Brigham Mellor** made a motion to go into a closed meeting for purpose of employee competency and property acquisition. **Doug Anderson** seconded the motion which was unanimously approved.

Sworn Statement

I, **Jim Talbot**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Jim Talbot, Mayor

Motion:

At 9:48 pm, **Cory Ritz** moved to reconvene into an open meeting. **Doug Anderson** seconded the motion which was unanimously approved.

ADJOURNMENT

Motion:

At 9:49 p.m., **John Bilton** moved to adjourn the meeting.

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: July 7, 2017

Subject: **POLL WORKERS FOR UPCOMING ELECTIONS**

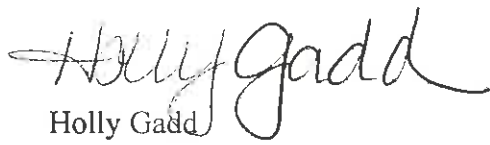
RECOMMENDATION

By minute motion, approve the attached list of poll workers provided by the County and authorize for the replacement of any of these poll workers if the need should arise.

BACKGROUND

According to Utah Code 20A-5-602(1) poll workers must be approved by the City Council at least 15 days prior to the election.

Respectfully Submitted


Holly Gadd
City Recorder

Review & Concur


Dave Millheim
City Manager

POLL_NAME	FIRST	LAST	PHONE	MAILING_ADDRESS1	CITY	STATE	ZIP
Bountiful Library	Kristine	Aagard	(801)455-2778	2613 Edgehill Dr	Bountiful	UT	84010
Bountiful Library	Patricia	Beckstead	(801)295-9159	187 E 3000 S	Bountiful	UT	84010
Bountiful Library	Sidney	Beckstead	(801)295-9159	187 E 3000 S	Bountiful	UT	84010
Bountiful Library	Karie	Brand	(801)292-7610	543 E 350 N	Bountiful	UT	84010
Bountiful Library	Carol	Dedow	(801)599-1957	41 Monarch Dr	Bountiful	UT	84010
Bountiful Library	Klyn	Haskell	(801)295-7811	690 Templeview Dr	Bountiful	UT	84010
Bountiful Library	LeAnn	Haws	(801)299-8471	718 W 3100 S	Bountiful	UT	84010
Bountiful Library	Kathleen	Heaps	(801)259-0878	1338 S 300 W	Bountiful	UT	84010
Bountiful Library	Clara	Markowski	(801)403-6896	181 W 1050 S	Bountiful	UT	84010
Centerville Elementary	Bonnie	Christensen	(801)295-0149	128 Parkway Cir	Centerville	UT	84014
Centerville Elementary	Kirsten	Facer	(801)298-0881	112 W 700 S	Centerville	UT	84014
Centerville Elementary	Sandra	Hunt	(801)292-1905	357 W 2025 N	Centerville	UT	84014
Centerville Elementary	Camille	Jessop	(801)298-5906	1597 Lewis And Clark Dr	Centerville	UT	84014
Centerville Elementary	Lynette	Sunday	(801)200-4095	36 Old Haul Rd	Centerville	UT	84014
Centerville Elementary	Gary	Woodward	(801)295-0126	263 W 1750 N	Centerville	UT	84014
Ellison Park Elementary	Brenda	Auton	(801)546-9489	1014 W 450 S	Layton	UT	84041
Ellison Park Elementary	Steffanie	Holdstock	(801)298-7008	3286 S 200 W	Bountiful	UT	84010
Ellison Park Elementary	Melinda	Scott	(801)620-0696	1363 W 2600 N	Clinton	UT	84015
Ellison Park Elementary	Rebecca	Tolman	(801)660-5268	2120 W 1070 N	Layton	UT	84041
Ellison Park Elementary	Jennifer	Toone	(801)444-3644	423 W 325 S	Layton	UT	84041
Ellison Park Elementary	Dara	Walker	(801)546-0786	409 W 325 S	Layton	UT	84041
Farmington City Community Center	Kristen	Bennett	(801)499-6412	617 N Botts Dr	Farmington	UT	84025
Farmington City Community Center	Amy	Black	(801)505-8444	335 N 100 E	Farmington	UT	84025
Farmington City Community Center	Sharla	Carlson	(801)774-5859	140 W 2200 S	Clearfield	UT	84015
Farmington City Community Center	Lori	Child	(801)451-6642	39 N 325 E	Farmington	UT	84025
Farmington City Community Center	Shalyn	Luker	(801)451-7181	1189 Cannon Dr	Farmington	UT	84025
Farmington City Community Center	Susan	Smith	(801)413-4960	1216 Cave Hollow Ln	Farmington	UT	84025
Kaysville City Hall	Christine	Carlyle	(801)451-2593	1216 Cave Hollow Ln	Farmington	UT	84025
Kaysville City Hall	Carol	Luedtke	(801)928-9207	95 Baer Creek Dr	Kaysville	UT	84037
Kaysville City Hall	Gayle	Mcgraw	(801)546-4571	868 E 250 S	Kaysville	UT	84037
Kaysville City Hall	Andrea	Richards	(801)544-3325	186 Country Spring Rd	Kaysville	UT	84037
Kaysville City Hall	Lynette	Shupe	(801)390-5966	862 Shannon Rd	Kaysville	UT	84037

Kaysville City Hall	Joshua	Smith	(801) 510-8938	1315 S 125 E	Kaysville	UT	84037
Kaysville City Hall	Angela	Thompson	(801) 546-3745	543 Creekside Ln	Kaysville	UT	84037
Kaysville City Hall	Robyn	White	(801) 447-8855	686 Hollie Ave	Farmington	UT	84025
Layton High	Lyn	Bracken	(801) 546-3249	1490 Kays Creek Dr	Layton	UT	84040
Layton High	Robyn	Ely	(801) 544-5932	2588 E 1930 N	Layton	UT	84040
Layton High	Sirena	Higgs	(801) 544-0162	1088 Smith Ln	Kaysville	UT	84037
Layton High	Wendy	Jasperson	(801) 546-2059	770 E 315 S	Layton	UT	84041
Layton High	Verlynn	Koster	(801) 776-1575	503 N 2150 W	West Point	UT	84015
Layton High	Holly	Merritt	(801) 589-1051	2465 E 2550 N	Layton	UT	84040
Layton High	Trent	Merritt	(801) 589-1050	2465 E 2550 N	Layton	UT	84040
Layton High	Stephanie	Moore	(801) 499-2047	235 E 800 S	Layton	UT	84041
Layton High	Maridene	Wiberg	(801) 814-7398	47 S 3200 W	Layton	UT	84041
South Weber Family Activity Center	Kim	Egginton	(801) 593-6547	2245 E Cherry Ln	Layton	UT	84040
South Weber Family Activity Center	Melissa	Goertzen	(801) 499-6150	368 N 1875 W	West Point	UT	84015
South Weber Family Activity Center	Tracy	Goertzen	(407) 729-5154	368 N 1875 W	West Point	UT	84015
South Weber Family Activity Center	Joni	Phillips	(801) 776-5845	1380 W 1045 S	Clearfield	UT	84015
Sunset City Hall	Kristi	Davis	(801) 725-2625	1196 N 1120 W	Clinton	UT	84015
Sunset City Hall	Maryann	Downard	(801) 825-4376	733 W 1000 N	Clinton	UT	84015
Sunset City Hall	David	Koster	(801) 643-4663	503 N 2150 W	West Point	UT	84015
Sunset City Hall	Suzanne	Roach	(801) 825-1109	1361 N 2890 W	Clinton	UT	84015
Syracuse Community Center	Lori	Child	(801) 628-5550	603 W 1580 N	Clinton	UT	84015
Syracuse Community Center	Susan	Flint	(801) 390-1665	1179 W 1575 S	Syracuse	UT	84075
Syracuse Community Center	Cynthia	Gardner	(801) 543-9163	591 W 1580 N	Clinton	UT	84015
Syracuse Community Center	Tamara	Loertscher	(801) 628-8748	1638 S 1100 W	Syracuse	UT	84075
Syracuse Community Center	Shellyann	Myler	(801) 628-4607	716 N 1250 W	Clearfield	UT	84015
Syracuse Community Center	Kathy	Thomas	(801) 728-9066	3793 Cherry Hills Cir	Syracuse	UT	84075
West Bountiful City Hall	Lucile	Eastman	(801) 292-0664	620 W 1950 N	West Bountiful	UT	84087
West Bountiful City Hall	Gary	Johnson	(801) 292-1212	1080 S 100 E	Bountiful	UT	84010
West Bountiful City Hall	Melissa	Paschal	(801) 294-9888	1969 S 1550 W	Woods Cross	UT	84087
West Bountiful City Hall	Louis	Thomas	(801) 292-8110	4654 Summerwood Dr	Bountiful	UT	84010

EW_CELL	POSITION	HOME_PRECINCT
(801)455-2778	Provisional Clerk	BO28:I-S-
(801)574-0203	Poll Manager	BO26:IDS-
	Technician	BO26:IDS-
(801)414-1132	Receiving Clerk	BO08:I-S-
801-599-1957	Receiving Clerk	BO29:IDS-
(801)518-8220	Receiving Clerk	BO11:I-S-
	Provisional Clerk	BO25:IDS-
(801)259-0878	Technician	BO14:I-S-
(801)403-6896	Provisional Clerk	BO14:I-S-
(801)815-1201	Provisional Clerk	CE07:I-S-
(801)815-0881	Receiving Clerk	CE01:I-S-
(801)721-4868	Poll Manager	CE09:I-S-
(801)726-3337	Receiving Clerk	CE10:I-S-
(801)200-4095	Provisional Clerk	CE08:I-S-
(801)556-4166	Technician	CE09:I-S-
(801)628-5034	Provisional Clerk	LA36:I-N-
(801)554-4893	Technician	BO25:IDS-
	Provisional Clerk	CL01:I-N-
(801)660-5268	Receiving Clerk	LA31:I-N-
(801)698-2712	Poll Manager	LA37:I-N-
(801)499-7904	Receiving Clerk	LA37:I-N-
(801)499-6412	Provisional Clerk	FA13:IBC-
(801)505-8444	Receiving Clerk	FA08:IBC-
(801)564-0622	Technician	CF08:I-N-
(801)390-3026	Provisional Clerk	FA08:IBC-
(801)643-1500	Poll Manager	FA11:IBC-
(801)413-4960	Receiving Clerk	FA11:IBC-
(801)678-8655	Provisional Clerk	FA11:IBC-
(801)928-9207	Poll Manager	KA16:IBC-
	Technician	KA03:I-C-
(801)678-2581	Receiving Clerk	KA18:I-C-
(801)390-5966	Provisional Clerk	KA08:I-N-

(801)510-8938	Technician	KA01:I-C-
801-564-5327	Provisional Clerk	KA05:I-C-
(801)205-3635	Receiving Clerk	FA11:IBC-
645-3249	Provisional Clerk	LA07:I-N-
(801)540-9180	Provisional Clerk	LA23:I-N-
336-7466	Provisional Clerk	KA18:I-C-
(801)540-4365	Poll Manager	LA39:I-N-
(801)510-1208	Technician	WP04:I-N-
(801)589-1051	Receiving Clerk	LA06:I-N-
(801)589-1050	Technician	LA06:I-N-
(801)499-2047	Receiving Clerk	LA38:I-N-
(801)814-7398	Receiving Clerk	LA34:I-N-
(801)725-6152	Receiving Clerk	LA22:I-N-
	Technician	WP04:I-N-
407-729-5154	Poll Manager	WP04:I-N-
510-2874	Provisional Clerk	CF03:I-N-
	Provisional Clerk	CL11:I-N-
(801)540-8096	Poll Manager	CL10:I-N-
	Receiving Clerk	WP04:I-N-
(801)499-6369	Technician	CL12:I-N-
(801)628-5550	Poll Manager	CL09:I-N-
	Provisional Clerk	SY04:I-N-
(801)543-9163	Provisional Clerk	CL09:I-N-
(801)628-8748	Technician	SY04:I-N-
(801)628-4607	Receiving Clerk	CF10:I-N-
(801)628-4621	Receiving Clerk	SY14:I-N-
	Receiving Clerk	WB01:I-S-
(801)558-3552	Technician	BO15:I-S-
(801)651-6889	Provisional Clerk	WX06:I-S-
801-231-1455	Poll Manager	BO30:I-S-



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: July 18, 2017

**SUBJECT: SILVER HOLLOW IMPROVEMENTS AGREEMENT
Escrow Deposit Account 1002671**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Ivory Development, LLC and Wells Fargo Bank, NA for the above listed development.

BACKGROUND

The bond estimate for the Silver Hollow Subdivision is \$101,036.82 which includes a 10% warranty bond. Ivory Development, LLC has submitted an Escrow Deposit Form Improvements Agreement with Wells Fargo Bank, NA to administer an escrow account for this project in the same amount. The original bond estimate was \$374,405.02, but some of the work was completed before the bond was posted. The amount representing the work that is already complete was not included in the posted bond, but the warranty for that amount is included.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

June 19, 2017

Farmington City
Attn: Chad Boshell, P.E. City Engineer
720 West 100 North
Farmington, Utah 84025



Re: Escrow Bond for Silver Hollow Subdivision
Ivory Homes / Ivory Development, LLC
Project located at 1550 North 1700 West, Farmington City, Utah

Chad:

Section 3 of the attached Farmington City Improvements Agreement requires that Developer and the Depository acknowledge that an account has been established at the Depository in the amount of \$101,036.82. Please be advised that in satisfaction of this requirement Wells Fargo Bank, N.A. ("Depository") has set aside \$101,036.82 under a credit facility (account #1002671) to the Ivory Companies for the purpose of a subdivision improvement bond in favor of Farmington City. These funds will only be released upon receiving written notice from Farmington City pursuant to the agreement.

Please forward an executed copy of this letter acknowledging the City's acceptance of and agreement to the above together with a copy of the fully executed Escrow Bond Agreement to the following address, or email a copy to the email address below:

Wells Fargo Bank - Attn: Erik Bengtzen
299 S. Main Street, Suite 600
Salt Lake City, Utah 84111.

If you have any questions or concerns, please contact Wells Fargo by email at Erik.W.Bengtzen@wellsfargo.com or by phone at (385) 415-8195.

Sincerely,
WELLS FARGO BANK, N.A.

A handwritten signature in blue ink, appearing to read "Erik Bengtzen".

Erik Bengtzen, Vice President
Commercial Real Estate

Farmington City
ACCEPTED AND AGREED TO:

By: _____
Name:
Title:
Date:

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Ivory Development LLC (hereinafter "Developer"), whose address is 978 E Woodoak Lane SLC, UT 84117, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Wells Fargo Bank, N.A., a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 299 S. Main St., 6th Floor, SLC, UT 84111, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Silver Hollow Subdivision, located at approximately 1550 N 1700 W in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$101,036.82 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 1002671. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is

sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the

Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the

validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. Integration. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. Attorney's Fees. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. Other Bonds. This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

25. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. Warranty. The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the

Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 19th day of June, 2017.

DEVELOPER:

By: Curt P. Glend

Its: President, Ivory Development

DEPOSITORY:

By: Eric [Signature]

Its: Vice President

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing in _____ County, _____

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

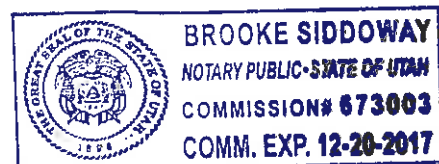
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

On this 19th day of June, 2017, personally appeared before me
Christopher P Grammas who being by me duly sworn did say that he or she is the
President of Irony Development a limited liability company, and that the foregoing
instrument was duly authorized by the Members/Managers of said limited liability company.

Brooke Siddoway
NOTARY PUBLIC
Residing in Salt Lake County, UT



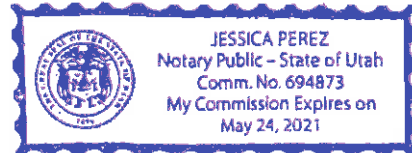
DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.

COUNTY OF UTAH)

On this 20th day of JUNE, 2017, personally appeared before me
Erik Bengtzen, who being duly sworn did say that he/she is the
Vice President of Wells Fargo a National corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Jessica Perez
NOTARY PUBLIC
Residing in Salt Lake County SALT LAKE
UTAH



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.

COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Holly Gadd, who being by me duly sworn, did say that they are the Mayor and
City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me
that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

**Silver Hollow
Bond Release
Prior to Recording 6/15/17**

Storm Drain					
Item	Bond Amount	Bond Released	Current Draw	%	
15" Fused HDPE Pipe (Includes Bedding and Fi	\$ 18,200.00	\$0.00	\$0.00	0%	
36" RCP Pipe (Includes Bedding and Fill)	\$ 31,920.00	\$0.00	\$31,920.00	100%	
Manhole	\$ 4,000.00	\$0.00	\$4,000.00	100%	
Combo Box w/ Double Inlet	\$ 6,000.00	\$0.00	\$6,000.00	100%	
Rip Rap	\$ 9,200.00	\$0.00	\$0.00	0%	
SWPPP	\$ 5,000.00	\$0.00	\$5,000.00	100%	
Subtotal	\$ 74,320.00		\$46,920.00		
10% Warranty Bond	\$ 7,432.00				
Total	\$ 81,752.00				

Sanitary Sewer					
Item	Bond Amount	Bond Released	Current Draw	%	
Sewer Lateral	\$ 16,500.00	\$0.00	\$16,500.00	100%	
Connect to Existing	\$ 9,000.00		\$ 9,000.00	100%	
Sewer Manhole 4'	\$ 2,800.00		\$ 2,800.00	100%	
Sewer Manhole 5'	\$ 9,000.00		\$ 9,000.00	100%	
15" SDR-35 PVC Pipe	\$ 27,170.00	\$0.00	\$27,170.00	100%	
Subtotal	\$ 64,470.00		\$64,470.00		
10% Warranty Bond	\$ 6,447.00				
Total	\$ 70,917.00				

Culinary Water					
Item	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	\$ 4,000.00	\$0.00	\$4,000.00	100%	
8" PVC C-900 DR 14 Culinary Water	\$ 22,800.00	\$0.00	\$22,800.00	100%	
6" Gate Valve	\$ 1,700.00	\$0.00	\$1,700.00	100%	
8" Fittings	\$ 2,000.00	\$0.00	\$2,000.00	100%	
6" to 8" Reducer	\$ 2,400.00		\$2,400.00	100%	
8" Valve	\$ 6,000.00		\$6,000.00	100%	
Water Lateral	\$ 14,300.00	\$0.00	\$14,300.00	100%	
Fire Hydrant	\$ 9,300.00	\$0.00	\$9,300.00	100%	
Subtotal	\$ 62,500.00		\$62,500.00		
10% Warranty Bond	\$ 6,250.00				
Total	\$ 68,750.00				

Road Improvements					
Item	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	\$ 5,000.00	\$0.00	\$5,000.00	100%	
Rough Grade	\$ 5,000.00	\$0.00	\$5,000.00	100%	
Sawcut Asphalt	\$ 88.20	\$0.00	\$88.20	100%	
Curb and Gutter w/ Base	\$ 21,600.00	\$0.00	\$21,600.00	100%	
Sidewalk w/ Base	\$ 22,000.00	\$0.00	\$0.00	0%	
ADA Ramp	\$ 2,400.00	\$0.00	\$0.00	0%	
12" Road Base	\$ 28,000.00	\$0.00	\$28,000.00	100%	
8 " Road Base	\$ 3,040.00	\$0.00	\$3,040.00	100%	
6" Concrete	\$ 15,200.00	\$0.00	\$0.00	0%	
3" Asphalt Road	\$ 36,750.00	\$0.00	\$36,750.00	100%	
Subtotal	\$ 139,078.20		\$99,478.20		
10% Warranty Bond	\$ 13,907.82				
Total	\$ 152,986.02				
Total Bond	\$ 374,405.02		\$273,368.20		
warranty amount	\$ 34,036.82		\$101,036.82		

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Boundary Adjustment with Kaysville City – Lowell Johnson/UDOT
Property

ACTION TO BE CONSIDERED:

See staff report for recommendations.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development
Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion
items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 18, 2017

SUBJECT: **BOUNDARY ADJUSTMENT WITH KAYSVILLE CITY--
LOWELL JOHNSON/UDOT PROPERTY**

RECOMMENDATION

Suggested Alternative Motions

A. Approve the proposed request and enclosed ordinance adjusting the City's common boundary with Kaysville City at 1322 South Main subject to the petitioner preparing a de-annexation plat acceptable to the City, and the City recording the same at the office of the Davis County recorder.

Findings: the shape of the property is better because of the boundary adjustment, although not good, to accommodate the petitioners development plans, and the proposed residential use of the property is consistent with other residential developments in the area.

- OR -

B. Approve the proposed request and enclosed ordinance adjusting the City's common boundary with Kaysville City at 1322 South Main subject to the petitioner preparing a de-annexation plat acceptable to the City, and the City recording the same at the office of the Davis County recorder after the petitioner receives preliminary plat approval from Kaysville City for his proposed subdivision.

Findings: the shape of the property is better because of the boundary adjustment, although not good, to accommodate the petitioners development plans, the proposed residential use of the property is consistent with other residential developments in the area, and the motion better ensures the petitioner's plans for the property will be implemented instead of a possible unanticipated use with potential unforeseen impacts.

BACKGROUND

On June 6, 2017, the City Council denied the Lowell Johnson request that the City de-annex his .4 acre parcel (approximate size) from Farmington and annex it to Kaysville. The specific motion was as follows

Deny the proposed request adjusting the City's common boundary with Kaysville City at 1322 South Main because: 1) the Council does not know what the owner intends to do with the property; 2) a Farmington street will abut the property, 1075 West, with no taxes in return for the continuous maintenance thereof because the property will be located in Kaysville; and 3) the shape of the Lowell Johnson property is now not configured in such a way to reasonably accommodate redevelopment and the boundary adjustment will not rectify this reality.

However, the next day Mr. Johnson presented plans to staff and expressed regret that he did not come to the Council meeting on time. Our City Attorney advised that a motion at the next meeting to reconsider is possible, and it does not "lock" the City Council to one motion, or another, but just provides an opportunity to re-review the application.

Subsequently, the Council approved a motion on June 20, 2017, to reconsider its motion to deny the Lowell Johnson petition to adjust the City's boundary with Kaysville and set such reconsideration for its next meeting July 18, 2017.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

ORDINANCE NO. 2017 -

**AN ORDINANCE ADJUSTING A PORTION OF THE EXISTING
COMMON BOUNDARY LINE BETWEEN FARMINGTON CITY
AND KAYSVILLE CITY.**

WHEREAS, the Farmington City Council has previously passed Resolution No. 2017-08 stating its intent to adjust a portion of the common boundary line presently existing between Farmington City and Kaysville City; and

WHEREAS, the Farmington City Council has held a public hearing on the proposed boundary adjustment pursuant to notice as required by law; and

WHEREAS, the Farmington City Council has received no protests from owners of private property or registered voters residing within the affected area to be adjusted; and

WHEREAS, the City Council has authority to adjust the common boundary line of the City pursuant to Section 10-2-419 of the *Utah Code Ann.* 1953, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adjustment of Portion of Common Boundary. A portion of the common boundary line presently existing between Kaysville City and Farmington City is hereby adjusted by deleting certain territory from Farmington City and adding such territory to Kaysville City. The affected area is located in Davis County, State of Utah and are more particularly described as follows:

[Insert Legal Here]

Section 2. Notices and Certificates. Within thirty (30) days after adoption of this Ordinance, the City Council shall send a copy of the same to each affected entity and record a certified copy of this Ordinance in the office of the Davis County Recorder together with a plat or map prepared by a licensed surveyor and approved by the City Council showing the new boundaries of the affected areas, and the City Council shall file with the Lieutenant Governor of the State of Utah written notice of the adoption of this boundary adjustment Ordinance together with a copy of this Ordinance. Within forty five (45) days of adoption of this Ordinance, the City Council shall file written notice of the boundary adjustment with the Utah state Tax Commission together with a copy of this Ordinance and a map or plat that delineates a metes and bounds description of the area affected and evidence that the information has been recorded by the Davis County Recorder and a certification by the City Council that all necessary legal requirements relating to the boundary change have been completed. The boundary adjustment shall be

deemed complete and effective as of the date of the Lieutenant Governor's issuance of a certificate of annexation.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon satisfaction of all conditions stated herein and when each municipality involved in the boundary adjustment has adopted a boundary line adjustment ordinance in accordance with the provisions of Section 10-2-419 of the *Utah Code Ann.* 1953, as amended. The Davis County Recorder is hereby requested to record this Ordinance in the records of the Davis County Recorder's Office for no fee and to return the same to Farmington City for filing when recorded.

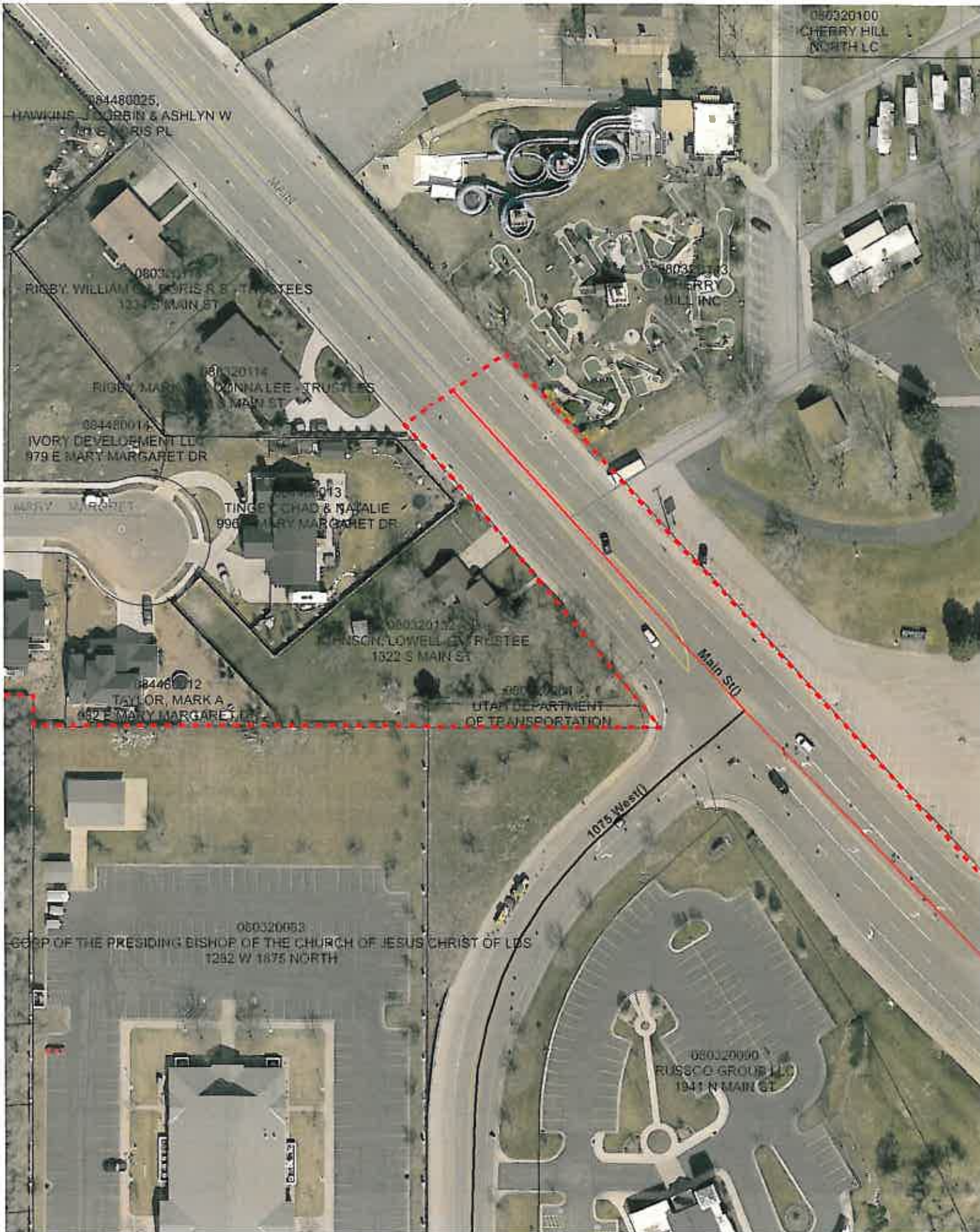
PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF JULY, 2017.

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

H. James Talbot, Mayor



080320100
CHERRY HILL
NORTH LC

084480025,
HAWKINS, JORRIN & ASHLYN W
131 E MORIS PL

080320115
RISBY, WILLIAM C & KRIS R & TRUSTEES
1334 S MAIN ST

080320113
CHERRY
HILL INC

080320114
RISBY, MARY & DONNA LEE TRUSTEES
1334 S MAIN ST

084480016
IVORY DEVELOPMENT LLC
979 E MARY MARGARET DR

080320113
TINGE, CHAD & NATALIE
996 E MARY MARGARET DR

080320112
JOHNSON, LOWELL C TRUSTEE
1322 S MAIN ST

080320111
UTAH DEPARTMENT
OF TRANSPORTATION

084480012
TAYLOR, MARK A
482 E MARY MARGARET DR

080320053
GRGP OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LDS
1252 W 1675 NORTH

080320000
RUSSCO GROUP LLC
1941 N MAIN ST

To: Honorable Mayor and City Council Farmington City

From: Lowell Johnson

Date: June 7, 2017

Subject: Petition for boundary adjustment and de-annexation at Main Street and 1075 West.

Response to questions as to my intended use of the property

I have been working with UDOT to purchase this property as an investment for several years with intention of using it for future residential development.

Attached is a copy of a preliminary plan I had done by Great Basin showing a three-lot configuration. My current property divided into two lots listed as lot 20 and lot 21; the subject property is a lot by itself, noted as lot 22. Access to lot 20, our existing family home, is from Main Street and does not change. Access to Lots 21 and 22 is provided from Montebella subdivision via a 30' lane on the north west of the property. I own the lane.

Contemplating this type of configuration, I had 2 gas lines, 2 sewer lines, 2 culinary water lines, and a secondary pressure water line extended to inside my gate and located on my property during the development of the subdivision.

As you are aware, UDOT will not allow any access to this property along 1075 W due to proximity of intersections and infrastructure, which means the only access is through my existing property.

I apologize for not being present during the public hearing on June 6 to answer these questions and others you may have.

Sincerely,


Lowell Johnson

801-643-4649



**KILTON ENGINEERS NORTH
GREAT BRIDGE MARKET**

DATE: 3 Jul 2007

Relax

2007

1

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Request from Brandon Larsen to Purchase .0282 Acres of City Property
Declared Surplus Located at 445 North 1725 West

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim, City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 18, 2017

SUBJECT: REQUEST FROM BRANDON LARSEN TO PURCHASE .0282 ACRES OF CITY PROPERTY DECLARED SURPLUS LOCATED AT 445 NORTH 1725 WEST, FARMINGTON

RECOMMENDATIONS

1. Declare .0282 acres of city property surplus which is located at 445 North 1725 West as shown on the attached legal description and certify this parcel has no identified public purpose.
2. Approve the sale of the parcel to Brandon Larsen subject to the following:
 - a. A payment of 50% (\$1,535) to the city within 30 days of approval.
 - b. Twelve (12) Monthly payments of \$127.92 due to the City on the 1st of month beginning September 1, 2017. No interest will be charged on the outstanding balance if all payments are made on time. The City will retain ownership of the parcel until paid in full. Late payments will result on a \$100 per month late fee until the outstanding balance is brought current.
 - c. Mr. Larsen is responsible for all taxes and county fees associated with the property transferring into his ownership upon completion of his payments.

BACKGROUND

The property was originally obtained to construct a neighborhood trail in the area. The trail was subsequently built without the need for this parcel. It is a weed patch and maintenance headache for the City which serves no purpose. The City was approached by Branson Larsen about possible purchasing a portion of a City owned parcel that abuts his home in West Farmington. His plans are to landscape, fence and incorporate the parcel into his side yard. The price per square foot is exactly the same as that the City has been paying for frontage parcels associated with the 650 West road project.

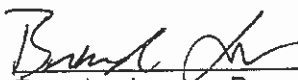
Respectfully Submitted

Dave Millheim
City Manager

MEMORANDUM OF UNDERSTANDING
between
Farmington City ("Seller") and Brandon Larsen ("Buyer")

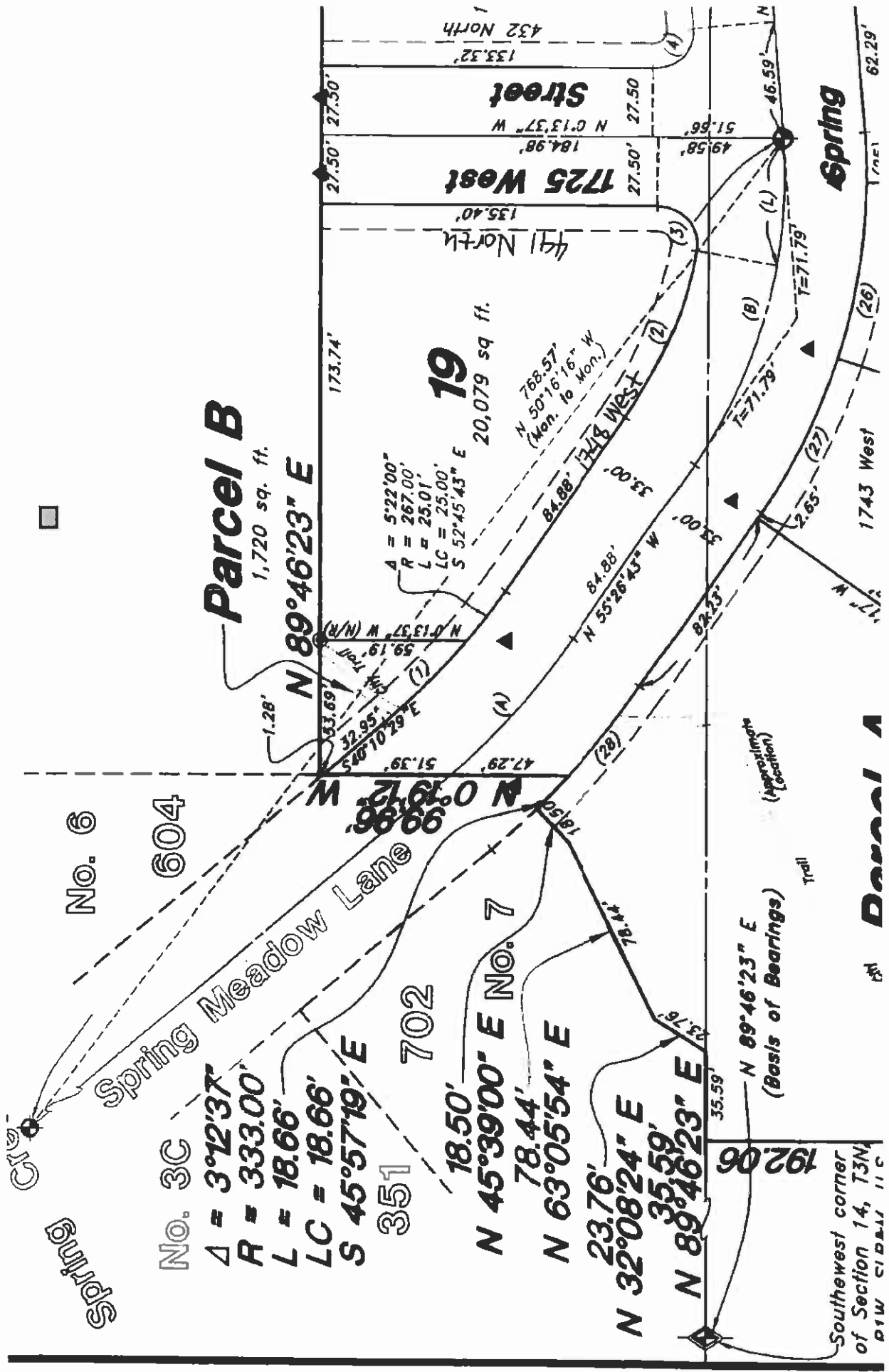
Farmington City and Brandon Larsen declare the following concerning the a parcel of property ("PROPERTY") owned by the City at approximately 445 North 1725 West, Farmington, Utah, planned to be declared surplus at a City Council meeting scheduled for July 18, 2017.

- Seller is willing to declare surplus and sell .0282 acres of property or 1228.43 square feet abutting Buyer's property.
- Buyer agrees to purchase the property subject to the following terms:
 - a. A payment of 50% (\$1,535) to the city within 30 days of approval.
 - b. Twelve (12) Monthly payments of \$127.92 due to the City on the 1st of month beginning September 1, 2017. No interest will be charged on the outstanding balance if all payments are made on time. The City will retain ownership of the parcel until paid in full. Late payments will result on a \$100 per month late fee until the outstanding balance is brought current.
 - c. Mr. Larsen is responsible for all taxes and county fees associated with the property transferring into his ownership upon completion of his payments.
- PROPERTY is being sold as is with no warranties and Buyer assumes all liabilities and rights associated with the property once all payments are made.
- This MOU is not binding upon the City until approved by the City Council in a noticed City Council meeting scheduled for July 18, 2017.


Brandon Larsen, Buyer 7/6/17
Date

 7-7-17
Dave Millheim, City Manager Date

1228.43 sq ft



Legal Description

Beginning at the northwest corner of lot 19 of Meadow View Subdivision a part located in the Southwest Quarter of Section 14, and the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence $S0^{\circ}13'37''E$ 59.19 feet, thence northwesterly along the arc of a 267 foot radius curve to the left a distance of 39.57' feet (Delta Angle equals $9^{\circ}54'14''$, and Long Chord bears $N45^{\circ}07'36''W$ 46.09 feet), thence $N8^{\circ}02'10''E$ 31.86 feet, thence $N89^{\circ}46'23''E$ 23.67 feet to beginning.

Containing 1,231.76 square feet.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Purchase Contract between UDOT and City for Purchase of .825 Acres located at 1817 North Main, more commonly known as "The Red Brick House"

ACTION TO BE CONSIDERED:

Authorize the Mayor to execute the attached purchase contract with UDOT to buy .825 acres located at 1817 North Main for \$185,000 to be paid from the General Fund Valance and to approve the attached easement to UDOT.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim, City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 7, 2017

SUBJECT: PURCHASE CONTRACT BETWEEN UDOT AND CITY FOR PURCHASE OF .825 ACRES LOCATED AT 1817 NORTH MAIN, FARMINGTON, MORE COMMONLY KNOWN AS "THE RED BRICK HOUSE"

RECOMMENDATION

Authorize the Mayor to execute the attached purchase contract with UDOT to buy .825 acres located at 1817 North Main, Farmington for \$185,000 to be paid from the General Fund Balance and to approve the attached easement to UDOT.

BACKGROUND

In 2011 the City purchased a property parcel known as "Old Farm" which surrounds the UDOT parcel. The City plans to offer up this property for future development once we deem it timely for the needs of the city. Such development plans are not a current priority. By combining this UDOT parcel with the larger City parcel, we will obtain a better future development plan, coordinated access and an attractive gateway to our city. UDOT recently agreed to surplus this parcel. Under the Council's direction, staff has been negotiating the purchase of this parcel. The parcel currently has an old home which will be rented out to help maintain the property until future development plans are finalized. The City recently conducted a water well siting study. We will shortly be drilling a test well for our culinary water system immediately west of this parcel on ground we already own. By obtaining the UDOT parcel we guarantee a better access route for that well site and whatever development plans ultimately result in the future.

Respectfully Submitted

Dave Millheim
City Manager

**Purchase Contract
for the
Utah Department of Transportation**

This is a legally binding contract. If you desire legal or tax advice, consult your **attorney** or tax advisor.

The Buyer Farmington City offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of \$ N/A , which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by N/A

PROPERTY ADDRESS: 1817 North Main Street, Farmington, Utah 84025

1 Also described as UDOT Parcel (s) # PIN 9124, HDP-9124(003), 3:STQ

2. **WATER RIGHTS.** No Water Rights / Shares are included in this sale.

3. **PURCHASE PRICE.** The purchase price for the Property is: \$185,000.00

4. **APPRAISAL.** This offer is X is not contingent upon the Buyer obtaining an appraisal on the Property.

5. **FINANCING.** This offer is X is not contingent upon the Buyer securing a loan on the property.

6. **ADDITIONAL TERMS.** There X are are not addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1

7. **CLOSING.** This transaction shall be closed on or before August 1, 2017. UDOT will approve the designated Title Company (**no split closings**). Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, Backman Title, Bountiful, Utah.

8. **SURVEY.** UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

9. **SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS.** Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

 Seller's Initials

 Buyer's Initials

9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 2nd Judicial District Court in and for Davis County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

____ Seller's Initials

____ Buyer's Initials

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEDGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner's first right of refusal and final disposal approval from UDOT. UDOT reserves the right to reject all offers.

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold "as is". No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until N/A (date) to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until N/A (date) to complete any due diligence and/or any desired approvals.

21.3 EARNEST MONEY. Buyer shall have until N/A (date) to cancel this contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

22. REPRESENTATION. (Please print legibly) Buyer is represented by
N/A (agent) N/A (phone) in behalf of
N/A (Broker) for
N/A

 Seller's Initials

 Buyer's Initials

_____(Brokerage). This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE. Buyer's offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

BUYER'S SIGNATURE:

Date *Name* *Company / Position*

Buyer's Information: (Please print)

Name: _____
Address: _____
City / State / Zip _____
Phone: _____ Email: _____

Seller's Initials

Buyer's Initials

_____ **ACCEPTANCE:** Seller accepts this offer based on the terms and conditions specified above.

_____ **COUNTER OFFER:** Seller presents to the buyer Counter Offer # _____.

 REJECTION: Seller rejects this offer in total.

Seller's Information: (Please print)

Deryl Davis 801-413-8855 ddavis@utah.gov

Page 5 of 6

Addendum #1

Purchase Agreement between Utah Department of Transportation (UDOT) and Farmington City.

Property Address: 1817 North Main Street, Farmington City, Utah 84025

Described: PIN 9124, HDP-9124(003), 3:STQ

Additional Terms:

- 1.) The purchase contract is subject to Farmington City Council's ratification.

BUYERS SIGNATURE

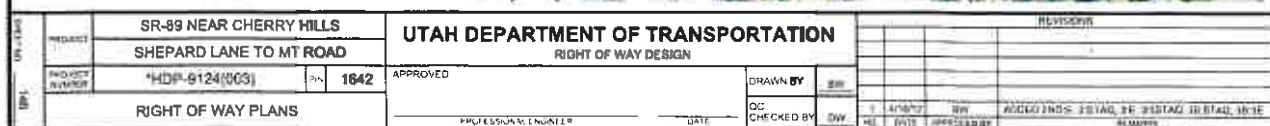
DATE

SELLERS SIGNATURE

DATE

Seller's Initials

Buyer's Initials



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(CONTROLLED ACCESS)
Davis County

Tax ID No. 08-032-0091
Parcel No. 9124:3:STAQ
Project No. *HDP-9124(003)

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to _____, Grantee, at _____, County of _____, State of _____, Zip _____, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land situated in the Southwest Quarter of the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the westerly boundary line of said tract and the southerly highway right of way and limited access line of SR-106 (Main Street) which is 476.07 feet North 00°15'03" East along the section line and 201.27 feet EAST from the West Quarter Corner of said Section 12; and running thence South 17°15'07" East 355.90 feet to the grantors southwesterly boundary line; thence North 64°00'58" East 59.73 feet; thence North 35°57'06" East 99.97 feet; thence North 07°00'58" East 80.00 feet to said southerly highway right of way and limited access line of SR-106; thence along said southerly highway right of way and limited access line (2) two courses and distance as follows: (1) North 56°02'51" West 190.79 feet (2) North 56°00'11" West 83.77 feet to the point of beginning.

The above described tract of land contains 35,940 square feet or 0.825 acres.

Parcel 3:E

Reserving therefrom unto grantor a perpetual access easement, upon a part of an entire tract of property, situated in the Southwest quarter of the Northwest quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, for the purpose of access to and from SR-106 to maintain an existing detention pond on UDOT parcel 3:ST of said project, also known in the Davis County Recorder's office as tax id 08-032-0091. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement more particularly described as follows:

Beginning at a point on the grantors southwesterly property line which is 476.07 feet North 00°15'03" East along the section line, 201.27 feet EAST, and 355.90 feet South 17°15'07" East from the West Quarter corner of said Section 12; and running thence North 64°00'58" East 59.73 feet; thence North 35°57'06" East 50.44 feet; thence South 78°54'12" West 100.00 feet; thence South 17°15'07" East 50.00 feet to the point of beginning.

The above described part of an entire tract contains 3,194 square feet 0.073 acres.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principle activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to the present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

The above described tract of land is granted without access to/or from the adjoining highway over and across the north property line of the above described tract, being the southerly right of way and limited access line of said SR-106.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this ____ day of _____, A.D. 20 ____, by its Director of Right of Way.

UTAH DEPARTMENT OF TRANSPORTATION

By _____
Director of Right of Way

STATE OF UTAH)
) ss.
COUNTY OF)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement
(Farmington City)
Davis County

Tax ID No. 08-043-0193
Parcel No. 9124:2NO:E
Project No. *HDP-9124(003)

FARMINGTON CITY, a municipal corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN, Dollars, and other good and valuable consideration, the following described tract of land, to wit:

A perpetual non-exclusive access easement, upon a part of an entire tract of property, situated in the Southwest quarter of the Northwest quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian for the purpose of access to maintain an existing detention pond. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors, assigns. Said easement more particularly described as follows:

Beginning at a point on the southerly highway right of way line of SR-106 (Main Street) which is 322.68 feet North 00°15'03" East along the section line and 429.65 feet EAST from the West Quarter corner of said Section 12; thence South 00°00'58" West 129.52 feet; thence South 65°45'42" West 75.04 feet; thence North 35°57'06" East 99.97 feet; thence North 07°00'58" East 80.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

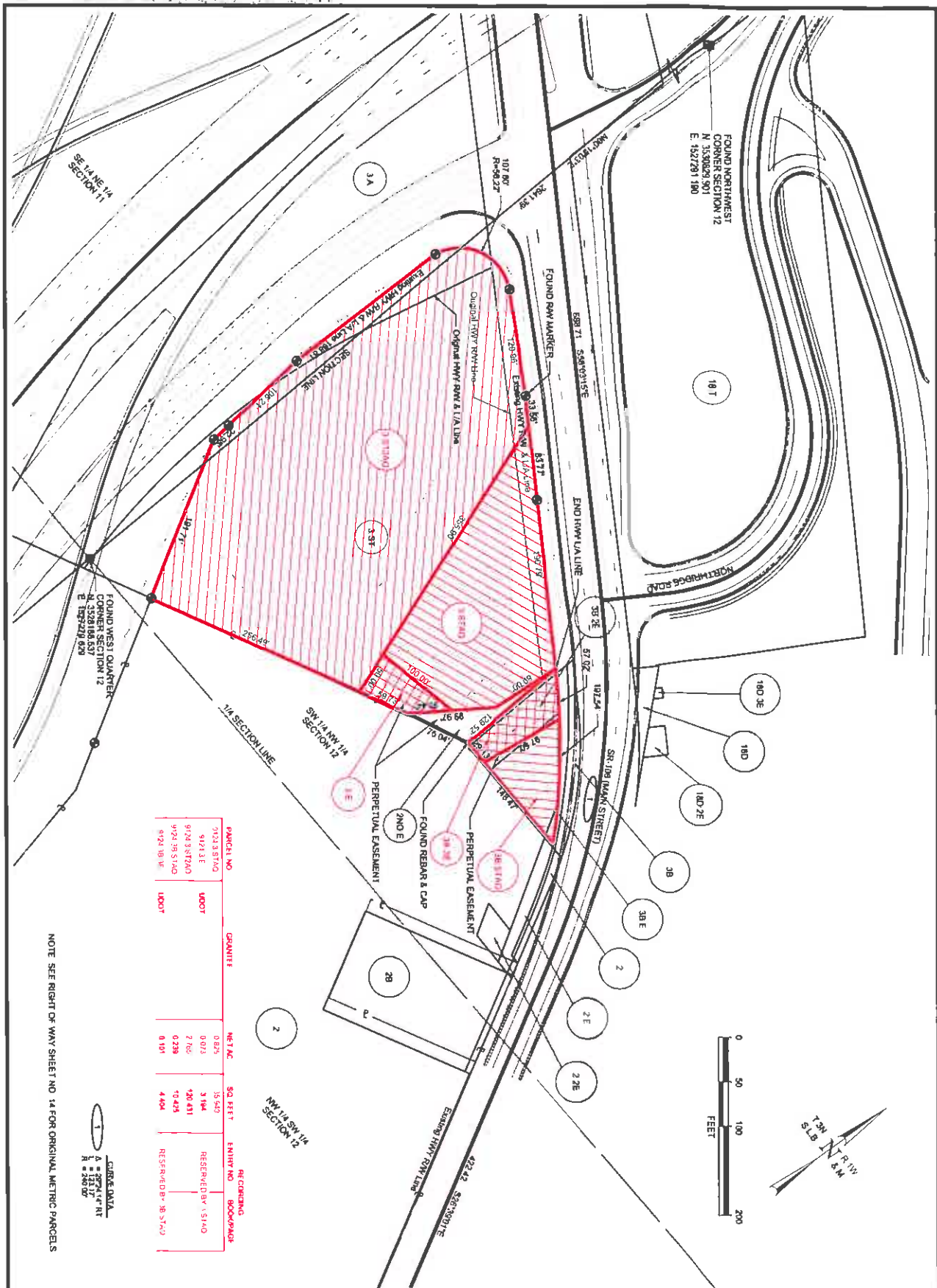
The above described part of an entire tract contains 2,496 square feet or 0.057 acres.

STATE OF UTAH)
) ss.
COUNTY OF)

By _____

WITNESS my hand and official stamp the date in this certificate first above written:

CITY RW-09CY (12-01-03)



NOTE: SEE RIGHT OF WAY SHEET NO. 14 FOR ORIGINAL METRIC PARCELS

PARCEL NO.	GRANTEE	NET AC.	SQ. FEET	ENTRY NO.	BOOK/PAGE
9124.310	UDOT	0.825	35,547		
9124.311	UDOT	0.073	3,184		
9124.312	UDOT	2.765	120,431		
9124.313	UDOT	0.238	10,425		
9124.314	UDOT	0.101	4,404		
9124.315	UDOT				
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9124.399	UDOT				
9124.400	UDOT				

CURVE DATA
 Δ = 287.14° RT
 R = 240.00'

SHEET NO. 145	PROJECT	SR-89 NEAR CHERRY HILLS		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
	PROJECT NUMBER	*HDP-9124(003)		RIGHT OF WAY DESIGN			
	DATE	1642		APPROVED			
	RIGHT OF WAY PLANS				DRAWN BY		BW
				CHECKED BY		BW	
				DATE		1	4/18/12
				NO.		DATE	NO.
				BY		BW	ADDED 2ND E. 3 STAD. 25. 3.25 STAD. 38.3 STAD. 38.3E
				BY		BW	ADDED 2ND E. 3 STAD. 25. 3.25 STAD. 38.3 STAD. 38.3E

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: City Manager Report

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2017

S U B J E C T: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.